

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ruder Finn, Inc.

2. Registration Number

6840

3. Primary Address of Registrant

425 East 53rd Street, New York City, NY 10022

4. Name of Foreign Principal

Huawei Technologies USA, Inc.

5. Address of Foreign Principal5700 Tennyson Parkway, Suite 600
Plano, TX 75024**6. Country/Region Represented**

CHINA

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Telecommunications equipment manufacturer

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/02/2020Ian Glover/s/ Ian Glover

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/2/2020Ian Glover

Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b)(1): Huawei Technologies USA, Inc. is a wholly owned subsidiary of Huawei Technologies Co., Ltd, located in Shenzhen, China.

Huawei Technologies Co. Ltd is a private company wholly owned by its employees. Through the Union of Huawei Investment & Holding Co., Ltd., they implement an Employee Shareholding Scheme involving 104,572 employees. Only Huawei employees are eligible to participate. No government agency or outside organization holds shares in Huawei.

Item 10(b)(2): Huawei Technologies USA, Inc. is a wholly owned subsidiary of Huawei Technologies Co., Ltd, located in Shenzhen, China.

Huawei Technologies Co. Ltd is a private company wholly owned by its employees. Through the Union of Huawei Investment & Holding Co., Ltd., they implement an Employee Shareholding Scheme involving 104,572 employees. Only Huawei employees are eligible to participate. No government agency or outside organization holds shares in Huawei.

Item 10(b)(3): Huawei Technologies USA, Inc. is a wholly owned subsidiary of Huawei Technologies Co., Ltd, located in Shenzhen, China.

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Item 10(b)(4): Huawei Technologies USA, Inc. is a wholly owned subsidiary of Huawei Technologies Co., Ltd, located in Shenzhen, China.

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Item 10(b)(5): Huawei Technologies USA, Inc. is a wholly owned subsidiary of Huawei Technologies Co., Ltd, located in Shenzhen, China.

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Item 10(b)(6): Huawei Technologies USA, Inc. is a wholly owned subsidiary of Huawei Technologies Co., Ltd, located in Shenzhen, China.

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ruder Finn, Inc.

2. Registration Number

6840

3. Name of Foreign Principal

Huawei Technologies USA, Inc.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/01/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Ruder Finn Inc. have entered into a Master Procurement Agreement with Huawei Technologies USA, Inc. to support Huawei's communications in the U.S. market.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Support Huawei's communications in the U.S including strategic counsel, media relations, analyst relations, data insights, content strategy and policy communications

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Provide strategic counsel, media relations, analyst relations, data insights, content strategy and policy communications

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/02/2020Ian Glover/s/Ian Glover

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/2/2020Ian Glover

Master Procurement Agreement



Between

Huawei Technologies USA Inc.

And

Ruder Finn, Inc.

Contract Number: MPAHTUPACD20200915001

Master Procurement Agreement

This Master Procurement Agreement (hereinafter “**MPA**”) is entered into as of the date [November 1, 2020] (the “**Effective Date**”) by and between

Huawei Technologies USA, Inc., a Texas corporation with offices at 5700 Tennyson Parkway, Suite 500, Plano, TX, 75024 (the “**Contractor**” or “**Huawei**”)

and

Ruder Finn, Inc., a New York corporation having a place of business at 425 East 53rd Street, New York, NY 10022 (Hereinafter shall refer to as the “**Service Provider**”).

Huawei and Service Provider individually may be referred to as a “**Party**” or collectively may be referred to as the “**Parties**”.

In consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree that Service Provider will provide Services, as defined below, to Huawei under the following terms and conditions:

1. SCOPE OF THE AGREEMENT

1.1 Effective Date

This MPA is entered into by the Parties on the date Effective Date as set forth above.

1.2 Engagement

Subject to the terms and conditions of this MPA, Huawei is engaging Service Provider, and Service Provider agrees to provide certain services set out in SOWs agreed between the Parties to Huawei (hereinafter “**Services**”). This MPA does not constitute any commitment from Huawei and its Affiliates to actually purchase Services from the Service Provider.

1.3 Entire Agreement

This MPA, together with any related SOW (as defined below), exhibits, schedules, attachments, and appendices represents the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written, express or implied. No alterations or modifications of this MPA will be binding upon either Party unless made in writing and signed by an authorized representative of each Party.

1.4 Statement of Work (“**SOW**”)

At Huawei’s request and subject to Huawei’s prior written specific authorization, Service Provider shall provide the Services to Huawei set out on one or more SOWs mutually agreed between Huawei and Service Provider. Each SOW will include a description of work to be performed, including any applicable Work Product to be provided, metrics, targets or deadlines, and will reference and be governed by this MPA.

1.5 Order of Precedence

Unless otherwise clearly stated in this MPA, in the event of any conflict in this MPA (with its attachments or

exhibits) or SOW (with its attachments or exhibits), the order of precedence will be as follows:

- (1) If there is any conflict between this MPA and a SOW, the SOW shall prevail.
- (2) If there is any conflict between this MPA and its attachments or exhibits, this MPA shall prevail.
- (3) If there is any conflict between the SOW and its attachments or exhibits, the SOW shall prevail.

Any amendment to the MPA executed by the Parties pursuant to Section 14.8 shall be deemed to be part of the MPA for the purposes of the above order of precedence.

1.6 Apply to Affiliates

The Parties agree that Affiliates of either Party may enter into a Participation Agreement, as defined below.

2. CERTAIN DEFINITIONS

As used in this MPA, the following capitalized terms have the following meanings:

- 2.1 **"Affiliate"** means any entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" means the ownership, directly or indirectly, of either (i) at least fifty percent (50%) of the voting rights attached to issued voting shares; or (ii) the power to elect fifty percent (50%) of the directors of such entity.
- 2.2 **"Business Day"** shall mean all days except Saturdays, Sundays, bank holidays and/or public holidays commonly recognized in the Territory
- 2.3 **"Confidential Information"** means any trade secrets or other confidential and/or proprietary information that is disclosed by one Party to the other Party under this MPA, and that is either: (a) conspicuously marked or otherwise identified as confidential or proprietary at the time of disclosure; or (b) should reasonably be understood by the receiving Party to be confidential based upon the nature of the information disclosed or the circumstances of the disclosure. Confidential Information may be of a technical, business or other nature (including, but not limited to, information which relates to a Party's technology, research, development, products, services, pricing of products and services, customers, employees, contractors, marketing plans, finances, contracts, legal affairs, or business affairs). Except for any license or other right expressly granted under this MPA or any SOW, each Party reserves any and all right, title and interest (including, without limitation, all IPR) that it may have in or to any of its Confidential Information that it may disclose to the other Party under this MPA or any SOW.
- 2.4 **"Contract Document"** means this MPA together with the applicable SOW(s), Participation Agreement(s), exhibit(s), appendices and/or amendment(s).
- 2.5 **"Intellectual Property Right" or "IPR"** means any and all: (1) copyrights, trademarks, trade names, domain names, designs, patents; (2) rights relating to innovations, know-how, trade secrets, and confidential technical, and non-technical information; (3) moral rights, mask work rights, author's rights, and rights of publicity; and (4) other industrial, proprietary and intellectual property related rights anywhere in the world, and all renewals and extensions of the foregoing, in each case together with any goodwill attaching to the same regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.
- 2.6 **"Participation Agreement"** means an agreement signed by Affiliates of either Party, the other Party (including its Affiliates, as applicable) and such Party under which such Affiliate accepts the terms and conditions of this MPA and agrees to become a party hereto.
- 2.7 **"Services"** has the meaning set forth in Section 1.2.

- 2.8 “**Territory**” means, for the purpose of this MPA, the United States of America.
- 2.9 “**Work Product**” means all materials, documents, ideas, communications, software, data, tools, processes, designs, products, works of authorship or other information in whatever form or medium prepared or produced by Service Provider or by any person involved with performing Services for Huawei on Service Provider’s behalf, that Service Provider or such person originates and prepares for Huawei and are specifically identified as work product in an SOW.

3. ACCEPTANCE OF SERVICES AND WORK PRODUCT

- 3.1 Huawei will verify that the Services and Work Product provided by Service Provider satisfy the acceptance criteria and procedures specified in the applicable SOW and decide whether to accept or reject based on such acceptance criteria and procedures. If no acceptance criteria and/or procedures are specified for the particular Services or Work Product, such Services or Work Product will be deemed accepted if within 10 days after the completion of such Services or Work Product Huawei has not provided to Service Provider written notice specifically identifying a reasonable basis for not approving such Services or Work Product.
- 3.2 If Service Provider fails to provide Services or Work Product that materially conform to the requirements set forth in the applicable Contract Document(s), as Huawei’s sole and exclusive remedy, Service Provider will promptly, upon Huawei’s request, re-perform the defective or nonconforming Services or Work Product until such breach is cured and will be responsible for all costs associated with such re-performance that are in excess of the Fees set forth in the applicable SOW for such Services or Work Product, or at Huawei’s option, issue a refund of any amounts in excess of the costs of the time and materials reasonably expended by Service Provider in connection with such Services or Work Product.

4. PRICE

Huawei will pay Service Provider the fees set forth in the applicable SOW and/or exhibit for Services and Work Product rendered pursuant to such SOW (“**Fees**”). Unless otherwise agreed in the writing, all prices shall be in U.S. dollars. Service Provider shall receive only the compensation specified in the applicable Contract Document(s). Payment for all or part of the Services and Work Products shall not constitute acceptance. Service Provider may not increase the mutually agreed Fees, or charge for any additional items, without Huawei’s prior written approval. Each Party shall be responsible for its own taxes resulting from the performance of the Contract Documents under applicable laws.

5. PAYMENT

- 5.1 Unless otherwise specified in an applicable Contract Document, Parties shall settle the payment for Services and Work Product in accordance with the following terms:
- a) Service Provider shall present invoices to Huawei in accordance with the payment schedule set forth in the applicable Contract Document(s); provided, that if no payment schedule is set forth in the Contract Document(s), Service Provider shall present invoices to Huawei monthly in arrears. Unless provided otherwise in a Contract Document, Payment is due against Service Provider’s invoice net thirty (30) calendar days from the invoice date submitted in accordance with the terms of this MPA.
 - b) Huawei shall make payments by bank wire transfer to the bank account designated by Service Provider in the qualification process.
 - c) Service Provider should provide the following supporting documents listed in writing or through the IT platform designated in writing by Huawei before the payment due date:

- i. Formal invoice with SOW number and payment milestone (if applicable); and
 - ii. Copy of acceptance certification, if applicable.
- 5.2 Service Provider shall notify Huawei in writing of any changes to the payment instructions at least twenty five (25) days prior to the next agreed payment date.
- 5.3 Unless otherwise agreed, Huawei shall have no obligation to pay any invoice received more than three (3) months following completion and acceptance of the Services under an SOW.

6. WARRANTIES AND INDEMNITIES

- 6.1 Service Provider warrants that it has or will author and/or create, or has or will acquire the right, to the extent legally permitted, to provide the Work Product and/or Services to Huawei, including any methodology, as stated under this MPA, and that, to Service Provider's knowledge, it has not infringed copyrights or other Intellectual Property rights of third parties in providing such Service and Work Product.
- 6.2 Service Provider warrants that all Services (a) will be performed using personnel of commercially reasonable skill, experience and qualifications, (b) will be performed in a professional and workmanlike manner using the skill, care and diligence expected from an experienced and diligent service provider engaged in the same type of business as the Service Provider, and (c) shall conform to the applicable requirements and specifications set out in any Contract Document (d) shall conform to the standards applicable in the field or industry and (e) shall be performed with reasonable care and skill.
- 6.3 Service Provider shall perform its obligations with due care and skill and in accordance with (a) the relevant laws, regulations, national standards of the Territory, the applicable Contract Document(s).
- 6.4 Each Party shall comply with all applicable laws and governmental rules, regulations, and orders, import/export compliance regulations, in its performance under this MPA.
- 6.5 Service Provider warrants for a period of twelve (12) months from the date of issuance of the acceptance by Huawei, or such longer period as may be specified in an SOW (hereinafter referred to as "Warranty Period"), that (a) the Services shall be supplied in a professional and highly skilled manner and to standards not less than those generally accepted in the industry, and (b) the Deliverables shall (i) conform to the specifications or other requirements of this Agreement and (ii) shall be free from defects in material and workmanship .
- 6.6 Service Provider warrants that all Service has been produced and supplied in compliance with all applicable laws, orders, rules and regulations.
- 6.7 When in or upon Huawei's premises, Service Provider shall obey all workplace health, safety, and security rules and regulations established by Huawei.
- 6.8 During the term of this MPA, Service Provider shall indemnify and hold harmless Huawei against any costs or damages that may be awarded in a final judgment, to the extent arising out of a third party claim that Service Provider or its personnel's negligence or willful misconduct caused injury, property losses or damage in the course of performance of the Services, which are not caused by Huawei's acts or omissions.
- 6.9 Service Provider will indemnify, defend and hold harmless Huawei, and its employees, directors and officers, from and against any and all losses, costs, damages, liabilities, claims and expenses (including reasonable legal fees) that may be awarded in a final judgment, or agreed to by Service Provider in a settlement, to the extent arising out of any third party claim that Work Product provided to Huawei by Service Provider infringes such third party's rights, provided that Service Provider's foregoing obligations to indemnify, defend and hold harmless Huawei and its employees, directors and officers shall not apply to the extent such third party claim arises from (a) Huawei's modification of the Work Product or use of the Work Product other than as specified in the applicable Contract

Document or (b) Huawei's use of the Work Product in combination with any work product or information that was not provided or developed by Service Provider. The indemnity in this Section, along with Service Provider's obligations under Section 7.4, shall be Huawei's sole and exclusive remedy and Service Provider's entire liability with respect to any infringement arising from Work Product provided by Service Provider to Huawei under this MPA.

- 6.10 In addition, as a condition to Service Provider's obligations under Sections 6.6 and 6.7, Huawei must in a reasonable period of time notify Service Provider in writing of the third party claim and, in respect to Section 6.7, provide reasonable cooperation and full authority for Service Provider to defend or settle the claim or suit. Service Provider will have no obligation to pay for any settlement or compromise of such third party claim made without Service Provider's written consent.
- 6.11 Huawei will indemnify, defend and hold harmless Service Provider and its Affiliates from and against any and all losses, costs, damages, liabilities, claims and expenses (including reasonable legal fees) that may be awarded in a final judgment, or agreed to by Huawei in a settlement, to the extent arising out of any third party claim that is based upon or results from (a) allegations that Huawei's or its personnel's negligence or willful misconduct caused injury, property losses or damage or (b) Huawei's use of any Work Product. As a condition of receiving the foregoing, Service Provider must promptly notify Huawei in writing of such third party claim, and provide reasonable cooperation (at Service Provider's own expense) and full authority for Huawei to defend or settle the claim or suit. Huawei will have no obligation to pay for any settlement or compromise of such third party claim made without Huawei's written consent.
- 6.12 EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 6, THE SERVICES, WORK PRODUCT AND ANY OTHER ITEMS PROVIDED BY OR ON BEHALF OF SERVICE PROVIDER UNDER ANY CONTRACT DOCUMENT ARE PROVIDED "AS IS". SERVICE PROVIDER DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES, WORK PRODUCT OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF SERVICE PROVIDER UNDER ANY CONTRACT DOCUMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Work Product in whatever form or medium prepared or produced by Service Provider or by any person involved with performing Services for Huawei on Service Provider's behalf will be considered a "work made for hire" under the copyright laws of any country, and will be assigned by Service Provider to, and will become the sole property of Huawei, including all Intellectual Property Rights and any other rights embodied therein, except for Intellectual Property Rights that are owned by or licensed to Service Provider by a third party, in each case that are pre-existing prior to the Effective Date of this MPA or acquired or generated by Service Provider at any time independently from an unrelated to the execution or performance under this MPA ("Background IPR").
- 7.2 Subject to Huawei's payment obligations hereunder, Service Provider will disclose promptly and irrevocably assigns exclusively to Huawei, all of Service Provider's right, title and interest, including all Intellectual Property Rights in the Work Product or otherwise arising as a result of the performance by Service Provider under this MPA, but excluding Service Provider's Background IPR. Subject to Huawei's payment obligations hereunder, all rights, title and interest in the Work Product, excluding Service Provider's Background IPR, will vest in Huawei immediately

upon Huawei's acceptance of the Work Product in accordance with the terms hereunder. Service Provider will perform all reasonable acts requested by Huawei for documenting, securing and enforcing the Intellectual Property Rights assigned by Service Provider hereunder, and for vesting title in Huawei or its designees. During the term of this MPA and any SOW, Service Provider will keep and make available to Huawei written records of all Work Product and will submit such written records to Huawei within thirty (30) days following Huawei's written request for such written records. Within thirty (30) days following termination or expiration of this MPA, Service Provider will provide such written records to Huawei. The obligations of this Section will be binding upon Service Provider's successors and assigns.

7.3 To the extent Service Provider's Background IPR is incorporated in the Work Product, Service Provider grants to Huawei a perpetual, world-wide, royalty-free, fully paid up, non-exclusive license to use Service Provider's Background IPR in the Work Product and/or Services to solely in connection with Huawei's use of the Work Product for its business purposes.

7.4 If a third party claims that Work Product provided by Service Provider infringes that third party's IPR, Huawei may require Service Provider to take the following steps (at Service Provider's option):

- i obtain for Huawei the right to continue to use the Work Product consistent with this MPA; or
- ii modify or replace the Work Product so they are non-infringing and in compliance with this MPA.

If none of the foregoing options are practicable using commercially reasonable efforts, at Huawei's request, Huawei may return the infringing Work Product to Service Provider and Service Provider will refund any amount paid for such Work Product, less a reasonable amount for Huawei's use of the Work Product up to the time of return.

7.5 Service Provider will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, methodologies, and techniques that it acquires or uses in the course of providing the Services and Work Product for any purpose.

8. CONFIDENTIAL INFORMATION

8.1 The existence of this MPA, its terms and conditions, the related SOW(s) and the business relationship between the Parties, are Confidential Information hereunder.

8.2 Confidential Information shall not include any information that is: (a) previously known to the receiving Party without an obligation not to disclose such information; (b) independently developed by or for the receiving Party without use of the other Party's Confidential Information; (c) acquired by the receiving Party from a third party which was not, to the receiving Party's knowledge, under an obligation not to disclose such information; or (d) or becomes publicly available through no breach of this MPA.

8.3 A Party may use or make copies of the Confidential Information of the other Party only to the extent reasonably necessary for purposes of this MPA and/or an SOW, or for the Parties' discussions regarding potential Services or Work Product under this MPA. Each Party will hold in confidence and protect the other Party's Confidential Information from unauthorized use or disclosure in the same manner as it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. Each Party will restrict access to the other Party's Confidential Information to those of its personnel (including such personnel employed by its Affiliates) and subcontractors engaged in the performance, management, receipt or use of the Services or Work Product under this MPA, provided that such parties are bound by obligations of confidentiality no less protective than the terms of this MPA. For clarity, each Party shall remain responsible for any breach of the confidentiality obligations set forth in this Section 8 by such Party's personnel or subcontractors.

- 8.4 If the receiving Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and, if requested by the other Party, tender to the other Party the defense of the subpoena or process. If requested by the other Party, the receiving Party will cooperate (at the expense of the other Party) in opposing the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law. Service Provider will not act as an expert witness or otherwise provide litigation support services as a part of the Services.

9. FORCE MAJEURE

Neither Party will be liable for failures or delays in delivery or performance hereunder caused by any cause or condition beyond such Party's reasonable control, including acts of God, natural disasters, acts of terrorism, strikes, acts of civil or military authority including war or embargoes, riots, epidemics and pandemics, including governmental actions, changes in applicable law, and labor slowdowns or stoppages caused by or in response to the COVID-19 pandemic (a "**Force Majeure Event**"), provided that such failures or delays are not caused by the negligence of the delayed Party, or its respective consultants or subcontractors, and such failures or delays are not due to the Party's failure to comply with applicable laws or a Contract Document. Within five (5) days of the occurrence of a Force Majeure Event, the Party claiming force majeure will provide the other Party with written notice, including the estimated delay and actions, taken or planned, to avoid or minimize the impact of any failure or delay. The Party claiming force majeure has the burden of establishing that the Force Majeure Event occurred and prevented or delayed delivery or performance. If the Force Majeure Event results in a delay of more than twenty (20) days and delivery or continuance of the performance materially impacts or may materially impact Huawei, Huawei may cancel any pending or future Services, Work Product, or performance hereunder, with no liability. The Parties will use commercially reasonable efforts to minimize any delays. This Article 9 does not apply to any payment obligation of either Party.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 This MPA shall be governed by and construed in accordance with the laws of Texas, without giving effect to principles of conflicts of law.
- 10.2 Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this MPA in accordance with the dispute resolution procedures set forth herein. The Parties shall first attempt to resolve a dispute within ten (10) Business Days through meetings between the respective representatives deemed necessary for these discussions.
- 10.3 Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to a Contract Document or the breach, termination or validity hereof shall be brought in any state or federal court located within the state of Texas, County of Collin, and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein.
- 10.4 EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS MPA OR OTHERWISE RELATED TO THIS MPA, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM OR OTHERWISE.**

11. MISCELLANEOUS

- 11.1 No Waiver; Release. No delay or failure by either Party in exercising any of its rights, or the acquiescence or

acknowledgement thereof, shall operate as a waiver or release of its rights unless such waiver or release is in writing and signed by the Party granting such waiver or release, and no such waiver or release will constitute a waiver or release or satisfaction of any other condition or nonperformance of any other obligation.

- 11.2 Service Provider shall, at its own expense, maintain for the period of this MPA, such insurance required by the law of any state in which the Services are to be performed, with regard to Service Provider's obligations specified in an SOW.
- 11.3 English is the language in which this MPA is written and shall be the language to be used in all documents and correspondence related to the execution and performance of any Contract Document.

12. TERM & TERMINATION

- 12.1 **Term & Renewal.** This MPA shall continue in effect for one (1) year from the Effective Date. Unless either Party terminates this MPA by sending a thirty (30) days prior written notice, before the expiration of this MPA, this MPA shall be automatically renewed for separate but successive one (1) year periods. Termination of the MPA, from whatever cause arising, shall not mean the termination of any SOW signed by both Parties before the termination of the MPA unless otherwise stated in the notice of Termination. Each SOW shall remain in effect and shall continue to be governed by the provisions provided herein unless and until Huawei issues a notice to terminate such SOW in accordance with the terms of this MPA.
- (i) **Termination.** Huawei, based on its sole consideration, may terminate this MPA without any cause by providing thirty (30) days prior written notice to Service Provider.
- 12.2 Either Party may terminate this MPA, or all or any part of an open SOW immediately by: (i) providing written notice to the other of such Party's failure to fulfill any of its material obligations under this MPA, which failure remains uncured for twenty (20) days from the date of notice; or (ii) a Party is committing or has committed any fraudulent acts; or (iii) immediately upon the appointment of a receiver, an assignee for the benefit of creditors or any type of insolvency, except to the extent prohibited by applicable bankruptcy laws. Termination shall be effective upon expiration of any cure period or upon receipt of notice of termination, as applicable.
- 12.3 **Effect of Termination.**
- a) Upon expiration or any termination of this MPA or all or any part of an SOW, in any manner specified above, each Party shall stop using, destroy or return any items or materials containing the other Party's Confidential Information. Notwithstanding the foregoing, Huawei shall be entitled to use Service Provider's Confidential Information to the extent the same is necessary for and has provided to Huawei in connection with the purpose of enjoying the Services or using Work Product; provided, that such Confidential Information shall remain subject to Huawei's confidentiality obligations hereunder for as long as such Confidential Information is used by Huawei or its Affiliates, personnel or representatives.
 - b) Upon termination of this MPA for any reason by Huawei, Huawei will pay to Service Provider any Fees or other amounts payable for Services or Work Product (or any portions thereof) which have been incurred and earned as of the Effective Date of such termination, including the costs of any time and materials expended in respect to any Services or Work Product then in process.
- 12.4 Termination of an SOW or this MPA shall not prejudice any rights or obligations of either Party existing at the time of termination or available under this MPA after termination.

13. LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES

- 13.1 IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR THE OTHER PARTY'S AFFILIATES OR TO ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF REVENUE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 13.2 HUAWEI'S AGGREGATE LIABILITY UNDER THIS MPA (INCLUDING FOR THIRD PARTY CLAIMS), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO TWENTY-FIVE PERCENT (25%) OF THE TOTAL FEES FOR THE SERVICES PERFORMED AND WORK PRODUCT PROVIDED UNDER THE APPLICABLE CONTRACT DOCUMENT FOR THE CALENDAR YEAR IN WHICH THE APPLICABLE CLAIM ARISES.
- 13.3 SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS MPA (INCLUDING FOR THIRD PARTY CLAIMS), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE TOTAL FEES FOR THE SERVICES PERFORMED AND WORK PRODUCT PROVIDED UNDER THE APPLICABLE CONTRACT DOCUMENT FOR THE CALENDAR YEAR IN WHICH THE APPLICABLE CLAIM ARISES.

14. GENERAL TERMS

- 14.1 **Authority.** Each Party represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations to enter into this MPA and to perform and carry out its obligations under this MPA, (ii) each person executing this MPA on its behalf has express authority to do so and to bind such Party, and (iii) the execution, delivery, and performance of this MPA does not violate any provision of any bylaw, charter, regulation, or any other governing authority of such Party, and has been duly authorized by all necessary partnership or corporate action, and this MPA is a valid and binding obligation of such Party.
- 14.2 **Notices.** All notices and other written documents required to be given under this MPA shall be deemed properly given if reduced to writing and (a) personally delivered or sent by registered or certified mail to the address below, postage prepaid, (b) sent by email or fax with transmission receipt, with copy by registered mail or (c) sent by overnight delivery service with confirmation of delivery. All notices and other written documents shall be deemed to have been duly received: (i) if personally delivered, delivered by fax or delivered by overnight delivery service, at the place of receipt on the date of delivery, or if arriving on a day other than a Business Day, on the first following Business Day; or (ii) if sent by registered or certified mail, postage prepaid, at the place of receipt on the date of actual receipt. In the event of postal disruption, such notices or documents must be delivered personally or via email or fax.

- a) Notices should be sent to:

Huawei:

Huawei Technologies USA Inc.

5700 Tennyson Parkway, Suite 600, Plano, TX 75024

For the attention of: Procurement Department

Service Provider:

Ruder Finn, Inc.

425 East 53rd Street, New York, NY 10022

For the attention of: Ed Sena, SVP, Finance Director

- 14.3 **Assignment and Subcontracting.** Without the other Party's prior written approval, neither Party shall assign or subcontract (collectively, "transfer") to third parties this MPA or any of its obligations hereunder. Such other Party's written approval of a subcontract shall not affect the provisions of this MPA, and such Party shall not in any manner be released or discharged from its obligations and liabilities hereunder, and shall remain liable for all acts, omissions and negligence of any subcontractors.
- 14.4 **Relationship.** Service Provider will perform under this MPA solely as an independent contractor, and nothing in this MPA will be construed to be inconsistent with that relationship. Nor will either Party or its personnel be eligible for or entitled to any compensation, benefits, perquisites or privileges given or extended to the other Party's employees. Under no circumstances will any of either Party's personnel be considered employees or agents of the other Party. Nothing in this MPA grants either Party the right or authority to make commitments of any kind for the other, implied or otherwise, without the other Party's prior written agreement.
- 14.5 **Severability.** If any provision of this MPA is inconsistent or contrary to any applicable law, rule or regulation, then that provision shall be modified to the extent required to comply with the law, rule or regulation and as so modified, that provision and this MPA shall continue in full force and effect. Furthermore, the remaining provisions of this MPA shall not be affected or impaired thereby.
- 14.6 Each Party hereby acknowledges that, it has carefully read and understood the provisions of this MPA prior to having executed this MPA, and it has not relied upon any statement, representation or waiver made by Contractor or Contractor's employees, servants, or agents other than as set out herein.
- 14.7 **Survival.** The Parties' rights and obligations that by their nature would continue beyond the termination or expiration of the respective SOW or this MPA, including, but not limited to, those contained in the *Warranties and Indemnities, Term and Termination, Governing Law and Dispute Resolution, Confidential Information, Limitation of Liability and Waiver of Consequential Damages*, and *Intellectual Property Rights* Sections of this MPA, shall survive the termination or expiration of this MPA.
- 14.8 **Amendment.** Any amendment of this MPA shall be made in writing and signed by an authorized person of each Party.

15. COUNTERPARTS

This MPA may be executed in two (2) counterparts, one (1) for each Party, which shall be deemed to have equal effect.

MPA#:

IN WITNESS WHEREOF, the Parties have caused this MPA to be executed as of the Effective Date.

Huawei Technologies USA Inc.

Authorized representative's name:

Bo Dong

Signature:



10/27/2020

Authorized representative's Title:

President

Ruder Finn, Inc.

Authorized representative's name:

Robin Kim

Signature:



11/1/2020

Authorized representative's Title:

EVP, Global Technology Practice Chair

STATEMENT OF WORK (SOW)

REFERENCE NUMBER: SOWHTUPACD20200915001

This Statement of Work (this "SOW") is issued pursuant to and incorporates and is governed by the Master Procurement Agreement [MPAHTUPACD20200915001] (the "MPA"). This SOW is effective as of the date last signed by both Parties below (the "SOW Effective Date"), by and between Ruder Finn, Inc., having its registered office at 425 E 53rd St. New York, NY 10022 ("Service Provider") and Huawei Technologies USA Inc., having an office at 5700 Tennyson Parkway, Suite 600, Plano, TX, 75024 ("Contractor" or "Huawei"). The combination of the terms of the MPA and the provisions of this SOW shall together constitute the contract between the Parties with respect to the Services provided under this SOW. Each capitalized term not defined in this SOW has the meaning attributed to it in the MPA.

NOW THEREFORE IT IS HEREBY AGREED as follows:

I. Services to be provided by Service Provider in support of Huawei's communications in the U.S. market service

Service Provider shall provide to Huawei the following Services:

- Strategic Counsel
- Media Relations
- Influencer and Key Opinion Leader (KOL) Program, Industry Analyst Relations, Thought Leadership
- Data Insights and Audience Analysis, Assessment and Measurement
- Content Strategy, Development and Management
- Others: Issues Management/Crisis Communications

II. Term

The Services under this SOW shall commence on [11/1/2020] and be completed/expire on [10/31/2021] unless terminated as provided in the MPA.

III. Pricing and Payment Schedule

Contractor shall pay Service Provider an estimated annual fee, exclusive of expenses, of [\$1,446,631.50] for the Services (the "Estimated Annual Fee"). The fee is based on the actual hours completed.

Huawei shall pay Service Provider a deposit for the Services hereunder in an amount equivalent to 1/12 of the Estimated Annual Fee [\$120,552.63]. Payment of such deposit is due within seven (7) calendar days following the SOW Effective Date. Service Provider shall apply this deposit to the

final invoice and refund any overpayment within thirty (30) days following expiration of this SOW.

Service Provider shall invoice Huawei for approved out of pocket ("OOP") expenses at the end of the calendar month in which they are incurred. OOP expenses shall be passed through to Huawei at Service Provider's actual cost with no commission or markup applied.

Service Provider will invoice Huawei at the end of each calendar month for the Services completed in the prior month based upon the actual hours completed and the agreed Service Provider rate card. Payment is due to Service Provider against such invoices net thirty (30) calendar days from the invoice date and in accordance with the terms of the MPA.

Huawei Technologies USA Inc.


Authorized Signature:  _____

Name: Bo Dong

Title: President

Date: 10/27/2020

Ruder Finn, Inc.

Authorized Signature:  _____

Name: Robin Kim

Title: EVP, Global Technology Practice Chair

Date: 11/1/2020